PART I – SECTION E INSPECTION AND ACCEPTANCE

E.1 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://www.asu.faa.gov/conwrite/ (on this web page, select "Search and View Clauses").

- 3.10.4-3 Inspection of Supplies--Cost Reimbursement (April 1996)
- 3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)
- 3.1-.4-16 Responsibility for Supplies (April 1996)

E.2 FAA Acquisition Management System Clauses full text:

3.10.4-14 ASSIGNMENT OF QUALITY RELIABILITY OFFICER (QRO) (July 2006)

The following provisions are a part of this contract.

- (a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality System Plan (QSP) (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.
- (b) Prior to shipment thereof, the Contractor shall submit to the QRO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory acceptance tests. Any supplies determined by the QRO to be nonconforming shall be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, shall be submitted to the QRO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government shall occur at destination.
- (c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QRO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.
- (d) The Contractor shall provide appropriate office space for the QRO and his/her staff for the performance of Government evaluations and administrative functions. The office area shall be secure to accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, computer terminal with access to the internet and chairs, all in good repair, and other miscellaneous office equipment, as required, shall be supplied by the

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Contractor. The Contractor shall provide secretarial help, as required by the QRO, for typing documents related to the contract. A telephone shall be provided to each desk, with no less than one line per two QRO staff members. The cost of long distance calls placed by the QRO staff will be borne by the Government. The contractor shall provide parking space to the extent available. In the event a change in location of the QRO staff is required, Contractor/QRO coordination will take place in order to facilitate Government planning and implementation of a smooth transition.

(e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor shall notify the designated resident QRO in writing within 2 workdays (14 workdays if there is not a resident FAA QRO) of the time (1) when contractor inspection or tests will be performed in accordance with the conditions of the contract and (2) when the supplies or services performed will be ready for government inspection.

E.3 POINTS OF INSPECTION AND ACCEPTANCE

- E.3.1 Supplies and/or services specified for delivery in Part I-Section F, DELIVERY OR PERFORMANCE, of this Contract shall be inspected and accepted at FAA headquarters or other locations mutually agreed to by the Contractor, the Contracting Officer and the QRO.
- E.3.2 All deliverables under this Contract shall be subject to review and inspection by the Contracting Officer's QRO, specified in Section G, paragraph G.1.
- E.3.3 Inspection, review and approval of deliverables or associated services prior to final acceptance shall not be construed as assurance of acceptance of the finished product.
- E.3.4 Unless otherwise specifically provided in this contract, the Contracting Officer or the COTR shall be the person authorized to make final Government acceptance of all deliverables and all reviews specified in the SOW. Final acceptance of all deliverable items shall be made, in writing, by the FAA Contracting Officer or designee.

E.4 INSPECTION AND ACCEPTANCE

E.4.1 Preliminary Inspection and Acceptance. Inspection and test associated with preliminary government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements shall be performed by the contractor at the contractor's facility and shall be witnessed by the FAA QRO.

Preliminary Government acceptance and Factory Acceptance Tests (FAT) of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements consists of satisfactory completion of all required factory inspections and tests. Preliminary acceptance and FAT shall be performed at the contractor's facility by the FAA QRO on Form FAA-256, Inspection Report of Material and/or Services.

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E.4.2 Final Inspection and Acceptance. The Government shall perform final inspection and acceptance on all systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements under Part I-Section F, Delivery or Performance of this contract. Final acceptance consists of satisfactory completion of all inspections and tests associated with the delivered items. As the NAIMES-II system and/or spares have successfully passed FAT at the contractor's facility, a visual and physical inspection that will verify if the NAIMES-II system and/or spares arrived in good working condition and that no damage occurred during shipment from the contractor's facility within 36 hours of delivery shall be performed to pass final acceptance. Final acceptance shall be made by the Contracting Officer or designated representative on Form FAA-256, Inspection Report of Material and/or Services. Performance of Final Acceptance shall be determined at a later date.